CONTRACT FOR PROFESSIONAL SERVICE
Avery County Schools
Temporary Contract to Provide Services Under S.L. 2021-7

This temporary employment contract is entered into this___11th__ **day of July, 2023**, by and between **Keeli Fawcett** ("Contractor"), and the Avery County Schools Board of Education (the "Board") pursuant upon final approval by a majority of the Board at an officially called meeting of the Board and signed by both parties. In addition, this Contract is contingent upon the condition subsequent of sufficient student enrollment to justify employment. Contractor and the Board agree to the following terms and conditions, consistent with Session Law 2021-7 and other applicable laws of the State of North Carolina.

1. **Scope** - This Contract is entered into solely for the purposes of operating a "school extension learning recovery and enrichment program" outside of the instruction school calendar ("the program"), as required by Session Law 2021-7. Pursuant to Session Law 2021-7, employment under this Contract does not render Employee an "employee," "teacher," or "state employee" as defined by the North Carolina General Statutes Chapter 135, which means employment in the summer 2022 learning recovery and enrichment program does not entitle one to membership in or creditable service for the Teachers and State Employees Retirement System. Compensation received under this Contract is not considered earned compensation, as defined by NC Gen. Stat. 135-1(7a), for purposes of the Teachers and State Employees Retirement System. Contractor is not eligible to accrue paid leave during the temporary employment provided under this Contract. Pursuant to Section 1.1.5 of the North Carolina Public School Benefits and Employment Manual, the temporary employee may not use leave earned during any previous employment.

2. **Term**: Contractor will provide services pursuant to the Contract for a term beginning July 11, 2023, and ending July 14, 2023. This contract ends on the specified date without any further action or notice from the Board. This contract serves to give you notice that absent further action by the Board this contract will end and will not be extended or renewed beyond the term of this contract.

3. **Compensation**: Contractor shall be compensated for the professional services performed pursuant to this Contract at:

A daily rate of pay plus 20% ($309.38 per day/4 days)

4. **Qualifications**: Throughout the term of this Contract, Contractor shall maintain a professional educator's license. In the event that Contractor's license is revoked, suspended, expired, or not renewed for any reason, Contractor shall inform the Board's Human Resources Office. Contractor is solely responsible for obtaining and maintaining all required licenses in order to be employed by the Board. This requirement does not apply to classified positions.

5. **Rehired Retirees**: A Contractor hired under this Contract who has commenced retirement as defined by NC Gen. Stat. 115C-135-1 (20) shall remain in retirement status for the duration of the Contract. For any Contractor who retired under the Teachers' and State Employees' Retirement System on or after December 1, 2021, but before March 1, 2022, any services provided under this Contract as part of the Program shall not be considered "work" for the purposes of the six-month separation required under NC Gen Stat. 135-1(20)

6. **Duties**: Contractor shall perform all duties assigned by the Superintendent or designee, and required by the laws of the State of North Carolina. This Contract creates no right to any particular assignment or school site. Contractor agrees to become familiar with and abide by the policies and practices of the Board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.

7. **Termination of Contract by the Board**: The Contractor accepts that the school system may terminate this temporary contract on the same grounds as for dismissal of an at-will employee, including, but not limited to, reductions in available funding. Termination of the contract under this paragraph shall not be considered a "dismissal" or "demotion" under Art. 22, Part 3 of Chapter 115C of the North Carolina General Statutes.

8. **Modification**: This Contract is subject to modification as a result of subsequent legislative enactments.

9. **Severability**: If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain in full force and effect.

10. **Governing Law**: This Contract is governed by the laws of the State of North Carolina. Any conflict arising between the language of this Contract and the language of Session Law 2021-7 shall be resolved in favor of the interpretation dictated by Session Law 2021-7.

11. **Criminal Records Check**: The enforceability of this contract is contingent upon the outcome of the Contractor's criminal records check. See NC Gen. Stat 115C-332.

CONTRACTOR

Kaelin M. Swartt 5/18/23

Name Date

Avery County Schools Board of Education

John L. Greene

Board Chair Date

5-18-23

Secretary Date